



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

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REQUEST FOR PROPOSALS

RFP CP #0647

for

School Activity Fund Software

for

Roanoke County Public Schools

One Original & Seven complete copies of Sealed Proposals Due

Due Date: February 15, 2006

Time: 3:00 PM
(Local Prevailing Time)

**REQUEST FOR PROPOSALS CP #0647
SCHOOL ACTIVITY FUND SOFTWARE**

The County of Roanoke, Virginia, on behalf of the Roanoke County Public Schools, is requesting formal, sealed proposals from qualified offerors to provide software to perform accounting functions for school activity funds in thirty-one (31) schools and one (1) central office location which would have access to all thirty-one (31) schools' data. The central office would have access on-line to monitor school balances and transactions and run periodic reports such as monthly reports or 1099 reports at year end.

One (1) original, seven (7) complete copies of the sealed proposal will be received at and until **3:00 P. M. (local prevailing time) on Wednesday, February 15, 2006 in the office of Purchasing, 5204 Bernard Drive SW, Suite 300F, Roanoke, Virginia 24018-0798.** It is the responsibility of the Offeror to insure that their response is clocked in at the Purchasing Division by the above date and time. Any responses received after the above date and time will be returned to the offeror unopened. All responses must have the Proposal number and title clearly marked on the outside of the sealed envelope.

Roanoke County/Roanoke County Public Schools shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offeror and reserves the right to waive informalities and irregularities and to accept or reject any or all proposals. Roanoke County/Roanoke County Public Schools reserves the right to make a lot award or to award to more than one Offeror or to obtain service from other available programs as in the best interest of the County/Schools.

All inquiries, questions, and requests for information must be directed via e-mail to: kjohnston@roanokecountyva.gov. Questions & Answers and any Addendum will be emailed or faxed to all companies known to have downloaded the Request for Proposals. It is important that you complete and return the requested form when accessing the RFP to ensure receipt of any Addendum or Questions & Answers.

As this is a request for proposals, all responses shall be opened in private with no information regarding the identity or the contents being released until after the negotiation process. Once an award has been made, all proposals will become public information.

Once proposals are received an evaluation committee will be established to review all proposals. Informal interviews may be conducted with those firms deemed to be most fully qualified and suitable for the work. Following the informal interview process, negotiations will then begin with those offerors so selected. Should the County/Schools determine that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, or against a bidder or Offerer because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

PURPOSE:

The purpose of this Request for Proposals and resulting contract is to solicit sealed proposals from qualified offerors to provide software to perform accounting functions for school activity funds in thirty-one (31) schools and a central office location which would have access to all thirty-one (31) schools' data. The central office would have access on-line to monitor school balances and transactions and run periodic reports such as monthly reports and 1099 reports at year end.

BACKGROUND:

Roanoke County Public Schools has thirty-one (31) schools [five (5) high, five (5) middle, seventeen (17) elementary, and four (4) specialty schools] with fourteen thousand (14,000) students. There is one secretary or bookkeeper for each school that is the primary user of the activity fund software.

The division currently uses Manatee software and will need to convert or enter the data to the new software with the contractor's assistance.

The offeror should possess adequate expertise and knowledge to provide such software, including training and documentation and on-going support and updates in the future. On-going support and ability to enhance the product based on customer needs is highly desirable.

The contractor will need to work closely with the Director of Budget and Finance and the Technology staff to install the software and coordinate training and conversion for users. The contractor shall cooperate with school officials in performing the contract to insure minimal interference with the normal school program.

One (1) original and seven (7) copies of the proposal are required and must be submitted as indicated on the cover page of the Request for Proposals. Only one (1) copy of a sample user manual or sample training materials needs to be submitted.

STATEMENT OF NEEDS

General Requirements:

1. The offeror must have sufficient qualified and available staff to insure that the software works in accordance with features as detailed in this proposal. It is the intent of Roanoke County Public Schools to implement the software in July 2006.
2. The offeror shall have experience and be familiar with typical software needs of public school divisions for activity funds.
3. The offeror shall provide a narrative statement describing the offeror's expertise, qualifications, ability, and financial capacity to provide the software and perform the work described.
4. Any resulting contract must incorporate the terms and conditions of the Request for Proposals and any addendums mutually agreed to during negotiations.

SCOPE OF WORK

The contractor will be expected to provide all necessary services to install the software, provide documentation and training and related services.

CALENDAR OF EVENTS

Following is the tentative schedule for the review process for those Offerors selected based on the Evaluation Criteria provided in this document:

- RFP advertised January 31, 2006
- RFP's due February 15, 2006
- Conduct interviews, demos, and negotiations February 23-March 30, 2006
- Award Early April
- Implementation July 1, 2006

PROPOSAL RESPONSE FORMAT

The Offeror shall include in their proposal the following information in any reasonable format as long as the information is provided in a clear concise manner within the proposal:

- A. Company background, length of time in business and qualifications including firm licensing information (if applicable).
- B. Minimum of three (3) references for similar entities. Include the Name and Address of the School, Contact Name, Title, and Telephone Number for the purpose of obtaining references.
- C. Specific description of you software implementation process and proposed staff for the implementation including duties required for the school system to provide such as technology services or related.
- D. How you propose to convert or move beginning balances and historical data from Manatee to your software.
- E. Offeror's sample contract and sample annual maintenance agreement.
- F. Detailed description of software features and capabilities, any Web-based capabilities, hardware requirements, audit trail capabilities, password capabilities, sample reports, history of software upgrades, any significant software deficiencies, technical support options.
- G. Description of the underlying programming language and how your product should be installed on a network.
- H. One copy of sample user manual that will be furnished if software is purchased.
- I. One copy of sample training materials to indicate the quality of your training.
- J. Software demo CD, if available (preferably a fully functioning demo with an expiration date of no earlier than 60 days)
- K. Any other relevant information the offeror may wish to highlight related to qualifications or experience.
- L. A non-binding cost proposal in a separate sealed envelope which includes licensing costs, implementation costs, training costs, travel costs, annual maintenance costs for the first several years and any other costs to be billed to the client.

TERMINATION OF CONTRACT

Roanoke County/Roanoke County Public Schools reserve the right to terminate the contract/purchase order immediately in the event the contractor discontinues or abandons operation, if it is adjudged bankrupt, or is reorganized under any bankruptcy law, or fails to maintain any required insurance.

EVALUATION CONSIDERATIONS

An evaluation committee will be established to review all proposals. Informal interviews may be conducted with those firms deemed to be most fully qualified and suitable for the work. Following the informal interview process, negotiations will then begin with those offerors so selected. Should the County/Schools determine that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Proposals should be as thorough and detailed as possible so that the Schools may properly evaluate the Offeror's capabilities to provide the required goods/services.

Evaluation Criteria:

Proposals will be evaluated on the following criteria and values.

Functionality of Software	30%
Qualifications & Experience of Personnel Assigned to Project	25%
Understanding of Scope of Work & Implementation Approach	20%
Experience with Other School Divisions including Virginia	15%
Cost	10%

References

Provide three (3) references for similar work (preferably with schools) including Name of Person, Telephone Number, Company and type of service provided

CONTRACT MODIFICATION/CONTRACT CHANGE

Any request for modification/change to the contract must be submitted to the Buyer in writing. No modification/change to the contract will be allowed without being negotiated and approved by the Buyer and the Contract Administrator.

QUESTIONS FROM OFFERORS:

Offerors are invited to submit, in writing, to kjohnston@roanokecountyva.gov any questions they may have about the contents of this RFP. The County/Schools will attempt to respond to all inquiries made five (5) days prior to due date.

RFP RESPONSES:

To be considered for selection, Offerors must submit a complete sealed response package to this RFP that includes:

- A. One (1) original printed copy
- B. Seven (7) additional printed copies

PROPRIETARY INFORMATION:

Ownership of all data, material, and documentation originated and prepared for the County/Schools, pursuant to the RFP, shall belong exclusively to the County/Schools and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Also, Offerors must complete and submit the Summary of Proprietary Information form (see attached). **The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.**

TERMS AND CONDITIONS:

INSTRUCTIONS: Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Proposals should be as thorough and detailed as possible so Roanoke County Schools may properly evaluate the vendor's capabilities to provide the requested product and/or service.

All proposals must be made on the basis of this RFP and either meet or exceed the requirements contained herein. Emphasis should be on completeness and clarity.

Only responsive and responsible proposals will be considered. Proposals that do not meet or that change the requirements in this RFP may be rejected as being non-responsive.

An Offeror, by making a proposal, represents that:

- (a) Offeror has read and understands the RFP, and his proposal is made in accordance therewith;
- (b) Offeror is familiar with the scope of the project requirements;
- (c) Offeror's proposal is based upon the materials and/or services described in the RFP;
- (d) Offeror has satisfied himself from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

An Offeror must promptly notify, the Roanoke County Purchasing Department of any ambiguity, inconsistency, or error which he/she may discover upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact the person named on the front of this document.

Any interpretation, correction, or change of the RFP will be made by Roanoke County Purchasing Department in an addendum. Interpretations, corrections or changes of the RFP made in any other manner will not be binding. Vendors must not rely upon such interpretations, corrections, or changes. Addenda will be issued by Roanoke County Purchasing Office. Addenda will be FAXED or mailed to all who are known to have received a copy of this RFP.

PROPOSAL GUARANTY: The vendor must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the vendor will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code. Questions regarding modification or withdrawal must be submitted in writing to the Buyer (address shown on the front of this proposal).

Roanoke County Schools may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

Roanoke County/Roanoke County Public Schools reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive informalities in any proposal.

Should Roanoke County/Roanoke County Public Schools determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal.

PUBLIC PROCUREMENT: This solicitation is subject to the provisions of the Virginia Public Procurement Act (Chapter 7, Code of Virginia 1950, as amended) and any revisions thereto, which are hereby incorporated into this contract in its entirety except as amended or superseded herein.

TAXES: Sales to Roanoke County/Roanoke County Public Schools are normally exempt from State Sales Tax. State Sales and Use Tax Certificates of Exemption, Form ST-12, will be issued by the RC Purchasing Department upon request. Deliveries against this contract shall be free of Federal Excise Tax and Transportation Taxes when applicable.

CANCELLATION OF CONTRACT: The County of Roanoke reserves the right to cancel and terminate any resulting contract, in part or in whole, if after reasonable problem-solving attempts appropriate corrective action is not taken by the Contractor. Cancellation would not relieve the Contractor of the obligation to deliver and/or perform on all services prior to the notification of the cancellation.

DEFAULT: In case of failure to provide goods/services as specified herein, Roanoke County/Roanoke County Public Schools, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Roanoke County.

DELIVERY: Delivery information must be provided as part of the implementation schedule.

WARRANTY: Warranty information must be provided when proposal is submitted.

CONTRACT PERIOD: The contract will cover the period stated above.

MODIFICATION OF CONTRACT: This RFP and any subsequent contract constitute the entire agreement between the vendor and Roanoke County Schools. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

ANTITRUST: By entering into a contract, the Offeror conveys, sells, assigns and transfers to the County of Roanoke/Roanoke County Public Schools all rights it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired by the County of Roanoke under said contract.

ETHICS IN PUBLIC CONTRACTING: By submitting their proposal, all offers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility, subscription, advance, deposit of money, services, or anything of measurable value, present or promised, unless consideration of substantially equal or greater value was exchanged.

ANTI-DISCRIMINATION: By submitting their proposal, all offerors certify to Roanoke County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$ 10,000 the provisions in (a) and (b) shall apply:

- (a) During the performance of this contract, the Offeror agrees as follows: The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (b) The Offeror will include the provisions of (a) above in every subcontract or purchase order over \$ 10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

DEBARMENT STATUS: By submitting their proposal, all vendors certify that they are not currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia.

APPLICABLE LAW AND COURTS: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation

with respect thereto shall be brought in the courts of the Commonwealth. The vendor shall comply with applicable federal, state and local laws and regulations.

QUALIFICATIONS OF VENDOR: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and furnish the information and data for this purpose as may be requested. The County/Schools reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County/Schools further reserves the unrestricted right to reject any and all proposals if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County/Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

PAYMENT TERMS: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. Invoice will not be paid prior to delivery of goods/services and/or acceptance of project by the Roanoke County Project Manager.

Invoices for items ordered, delivered and accepted by Roanoke County must be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices must show the purchase order/contract number.

RFP #CP0647
School Activity Fund Software (Contract)
SIGNATURE FORM

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #CP0647.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Roanoke/Roanoke County Schools, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Roanoke/Roanoke County Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Roanoke/Roanoke County Schools.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Firm Name

Address

FED. ID NO.

DATE

Authorized Signature

Name/Title (type/print)

Telephone_____

Fax No._____

Email:_____

To receive consideration for award, this signature sheet must be returned to the Roanoke County Purchasing Division as it shall be a part of your response.

SCHOOL ACTIVITY FUND SOFTWARE
CP #0647

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A - This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify, confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B - This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C - This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C. F. R 309.5(c) (4).

**SCHOOL ACTIVITY FUND SOFTWARE
PRICE FORM**

Submit price form in separate sealed envelope with your sealed proposal as per Item L of
Proposal Submission Requirements.

SOFTWARE (Per Site) \$ _____

SOFTWARE \$ _____

TRAINING \$ _____

IMPLEMENTATION \$ _____

ANNUAL MAINTENANCE: (Per Site) \$ _____

ANNUAL MAINTENANCE: _____

SUPPORT (On-Site) _____

SUPPORT (Off-Site) _____

Other Cost including Travel: (Explain) _____

COMPANY _____

FEIN _____

BY _____ TITLE _____

TELEPHONE _____ FAX _____

EMAIL _____

REQUEST FOR PROPOSALS-CP#0647
SCHOOL ACTIVITY FUND SOFTWARE
REFERENCES

1. SCHOOL _____
ADDRESS _____

CONTACT NAME _____
TITLE _____
TELEPHONE _____
2. SCHOOL _____
ADDRESS _____

CONTACT NAME _____
TITLE _____
TELEPHONE _____
3. SCHOOL _____
ADDRESS _____

CONTACT NAME _____
TITLE _____
TELEPHONE _____

You may include additional references on separate paper if so desired.